

VERMONT LABOR RELATIONS BOARD

GRIEVANCE OF:)	
)	DOCKET NO. 81-28
RONALD J. BARRE)	

FINDINGS OF FACT, OPINION AND ORDER

Statement of Case

On May 15, 1981, the Vermont State Employees' Association ("VSEA") filed a grievance on behalf of Ronald J. Barre ("Grievant"), Income Maintenance Specialist for the Department of Social Welfare. Grievant alleges his dismissal violated Article XV of the collective bargaining agreement effective between the State of Vermont and VSEA for the non-management unit for the period July 1, 1979, to June 30, 1981 ("Agreement") in that no just cause for dismissal existed, and the progressive discipline requirements of the Agreement were not followed.

Hearings were held in the Board hearing room in Montpelier before the full Board on October 29, 1981, and November 21, 1981. Michael R. Zimmerman, Counsel for VSEA, represented Grievant, and the State was represented by Assistant Attorney General Scott Cameron. Requested findings of fact and memoranda were filed by the parties on December 10, 1981.

FINDINGS OF FACT

1. Grievant was a permanent status, full-time State employee, entitled to the rights and privileges under the Agreement at all times material to this grievance.

2. From February 1979 until December 11, 1979, Grievant was employed as Health Programs Field Representative (a Pay Scale 10 position), in the Newport Field Office, Vermont Department of Health.

3. Grievant left the Health Department in December, 1979, to take a position with the Department of Social Welfare. At that time, he was presented with a bill for \$89.00, which represented the amount he owed the Department of Health for personal calls he had made to his wife from his office phone.

4. From December 1979 to April 17, 1981, Grievant was employed as an Income Maintenance Specialist (Pay Scale 11), Department of Social Welfare. His workplace during that period was the Newport District Office, Newport, Vermont. The Director of that office during that period was Leonard ("Spike") Wellman. During that period Grievant lived in North Wolcott, Vermont, a distance of about 35 miles from Newport.

5. The function of the Social Welfare District Office is to provide assistance to those in "genuine need". The Newport District Office generally has a caseload of about 470 ANFC (Aid to Needy Families with Children) cases, and 1300 food stamp and Medicaid cases, which caseload is about 20 less than the statewide average for District Offices. The Newport Office services Orleans and Essex Counties, and that geographic area is divided into three territories for the three Income Maintenance Specialists working out of that office. During the period of his employment, Grievant had the highest caseload of any Income Maintenance Specialist in the office, and he was generally a month ahead of schedule in the paperwork required for his job.

6. As an Income Maintenance Specialist, Grievant was responsible for determining the eligibility of families for Social Welfare benefits, including cash payments, food stamps and Medicaid. One of his primary functions was to detect and report cases of fraud. Employees such as Barre are directly responsible for the distribution of more than \$700,000.00 in cash benefits annually to their clients.

7. Employees of the Department of Social Welfare are held to a high standard of honesty in their employment relations. New employees are warned, beginning at their initial orientation program, that their failure to be completely honest and above reproach would lead to severe discipline, up to and including dismissal. Grievant was so warned.

8. Shortly after he began working for the Department of Social Welfare, evidently someone in the Health Department complained to James P. O'Rourke, Deputy Commissioner of Social Welfare, about the still-unpaid \$89.00 bill for Grievant's personal telephone calls from the Newport Health Department Office. As a result of that complaint, Wellman, notified by O'Rourke of the outstanding phone bill, told Grievant to pay the bill. When Grievant did not pay the bill immediately, Wellman approached Grievant again, and told him if he did not pay the bill immediately, he would be dismissed from his Income Maintenance Specialist position. Grievant promptly thereafter paid the \$89.00 bill.

9. Early on in Grievant's employment with the Department of Social Welfare, he made personal long-distance phone calls to Morrisville (the charges amounted to \$4.00). When Wellman found out about these calls, he informed Grievant it was office policy that employees could make personal calls from the office telephone, provided such calls were either local calls or emergency calls, and that the calls Grievant had made were not allowed. Grievant subsequently paid the charges.

10. Grievant's hours of work were from 8:00 a.m. to 4:30 p.m., with a 45-minute lunch break. On days he worked in the office, Grievant was expected to take his lunch break from 12:00 p.m. to 12:45 p.m. On one occasion, Grievant was unable to take his lunch during the 12:00-12:45 period because he was with a client. When he asked Wellman if he could have 45 minutes in compensatory time at the end of the day for the lunch break he had missed, Wellman told Grievant he was required to take lunch during the 12:00-12:45 period on days he was in the office, and since he had not taken lunch during that period, he "lost" that time. The office policy, which was made clear to Grievant at the time, is that if an employee is having trouble getting lunch, the employee goes to Wellman, and Wellman makes sure the employee can take lunch.

11. Wellman's policy for the three Income Maintenance Specialists under his supervision is that they normally work two days a week in the office, two days a week in the field ("field days"), and one optional day (i.e. the worker could work either in the field or in the office).

12. At all times relevant herein, the Agreement provided in pertinent part, as follows concerning expenses:

ARTICLE XVIII

OVERTIME

Section 5. Computation of Overtime

c. It is expected that travel between work locations shall be conducted during normal working hours. Travel time between work location and work location...shall be considered as time worked for purposes of computing overtime...The term "work location" for purposes of this section does not include the employee's home...

ARTICLE XXXIX

EXPENSES REIMBURSEMENT

A. All State employees, when away from home or office on official duties, shall be reimbursed for actual expenses incurred for...reasonable subsistence...

B. The maximum allowable reimbursement for subsistence is as follows:

2. From July 1, 1980 - June 30, 1981

<u>Instate</u>	Breakfast - \$ 2.75
	Lunch - \$ 3.00
	Dinner - \$10.00

C. Employees shall be expected to make a reasonable effort to procure...meals with as little expense as possible while not unreasonably sacrificing personal convenience and comfort.

F. Effective July 1, 1980, employees required to be away from their permanent duty station...at the time of a meal, shall be allowed reimbursement for the expense of said meal, subject to the maximum reimbursement outlined above, and subject to the approval by his immediate supervisor that the employee could not have reasonably avoided taking his meal away from his duty station...

H. An appointing authority may revoke midday meal reimbursement privileges where there is continuing indication of abuse.

J. The State may require the submission of receipts for any of the above expenses.

(Grievant's Exhibit #2)

13. On February 4, 1981, Barre submitted an expense claim which included, among other things, expenses for lunch in Coventry, Vermont, on January 7, 1981, and January 26, 1981 (State's Exhibit #8, Pgs. 7, 8). Each claim for lunch in Coventry amounted to \$3.00. The expense claim in question was submitted to Debby Gallup, a supervisor at the Newport District Office, because Wellman was not in the office that week.

14. Gallup had doubts about the accuracy of Grievant's January Personal Expense Claim, and, rather than approving it, she wrote, on February 4, 1981, the following note to Wellman:

I didn't feel I should sign Rons (sic) expense account. There was no contact sheet. I question his being out of the office for the length of time he states he was out of the office on 1/7-1/12-1/14-1/26-1/27. On 1/28 he checked lunch but did not put down time left and returned. Also isn't 4 trips to Coventry in a month a lot? Where does one eat in Coventry? Dots (sic) is closed Mon, Tues, Wed..

(State's Exhibit #6)

15. Dot's is a restaurant just outside of Coventry which is closed on Mondays, and between November 1980 and March 1981 was also closed on Tuesdays and Wednesdays. January 7, 1981, was a Wednesday. January 26, 1981, was a Monday.

16. Wellman first saw Grievant's January Personal Expense Claim and Gallup's note upon his return to the office February 9, 1981. Wellman called Grievant into his office for the purpose of ascertaining the truthfulness of the Coventry lunch expense claims. Because he believed there were no restaurants in Coventry, Wellman asked Grievant where you could buy food in Coventry? Grievant replied food could be purchased in a grocery store in Coventry, located in a building which was formerly a church. Wellman then asked Grievant if he ate there on January 7 and 26, 1981. Grievant replied yes, that he purchased grinders and potato chips, etc. at that store. Notwithstanding his serious doubts about the truth of Grievant's January expense claim, Wellman approved the February 4, 1981, expense account, but continued to investigate Grievant's claims for lunch in Coventry.

17. On February 11, 1981, Wellman telephoned Martha Jane Kitchell, Chief of Field Operations, Department of Social Welfare, about his suspicions concerning Grievant's January Personal Expense Claim. Kitchell is responsible for the seven district offices throughout the State, and is Wellman's immediate supervisor. Wellman recommended to Kitchell that Grievant be dismissed if the falsehood of the January expense claim was confirmed. By memo dated February 13, 1981, Wellman recounted in writing to Kitchell his February 9, 1981, discussion with Grievant (State's Exhibit #5).

18. On February 17, 1981, Wellman personally went to Coventry in order to determine whether there was a store converted from a church. He drove down the main street of Coventry, but was unable to see such a place. He saw three women, whom he stopped and asked whether there was such a place in town. They told him there was not such a place.

19. Following his trip to Coventry on February 17, 1981, Wellman telephoned Kitchell, and informed her that his investigation revealed that there was no eating place in a converted church in Coventry.

20. On February 20, 1981, Kitchell, acting for the Commissioner of Social Welfare, requested Burt Smith, Division Director of the Welfare Fraud Unit, to conduct an investigation into Grievant's Personal Expense Claims for lunch on January 7th and January 26th.

21. Smith's investigation (in which he was assisted by two other employees of the Welfare Fraud Unit) consisted of (1) review of Grievant's Personal Expense Claim forms for November, 1980, December, 1980, and January, 1981, (2) a trip to Coventry, Vermont, and (3) surveillance of Grievant on March 4, 1981. (State's Exhibit #8, Pgs. 1, 2).

22. Grievant had submitted his Personal Expense Claim form for the month of November 1980 on December 11, 1980, and it had been approved by Wellman on December 12, 1980. Grievant's December 1980 Personal Expense Claim form was submitted on January 8, 1981, and approved by Wellman on the same day. On his November Personal Expense Claim form, Grievant claimed lunch (in the amount of \$3.00) in Coventry on November 5, 1980. On his December 1980 Personal Expense Claim form, Grievant claimed lunch (in the amount of \$3.00) in Coventry on December 29, 1980. Wellman had no suspicion about either claim at the time he approved them. (State's Exhibit #8, Pgs. 4-6)

23. On December 29, 1980, Grievant had worked in the field with Phil Lovely, a co-worker. On March 2, 1981, Wellman asked Lovely if he had purchased lunch that day, but Lovely, unable to remember, told Wellman that, in reviewing the places that he and Grievant had been that day, there was no place he and Grievant could have had lunch. (State's Exhibit #8, Pg. 9)

24. March 4, 1981, was a field day for Grievant. That was also the day, chosen by Smith, that Grievant would be under continuous surveillance by Smith and two of his investigators, Ray Litchfield and Richard Morrissey. Wellman was informed of the surveillance about 12 hours before it began. No one else in the Newport District Office was aware that Grievant was being watched that day.

25. On March 4, 1981, Wellman was in the Newport District Office the entire day. At 7:45 a.m., Grievant came into the office. Since it was a field day for Grievant, and since he knew of the surveillance being conducted that day, Wellman spoke to Grievant, encouraging him to leave the office and begin his field work. Grievant left the office at about 10:23 a.m., and began his field work. (State's Exhibit 9, Pg. 1)

26. Grievant returned to the Newport District Office at about noon, where he remained until 1:15 p.m. Wellman was also in the office during the period from 12:00 p.m. to 1:15 p.m. During the same period, Smith, who was outside of the office waiting to take up surveillance of Grievant again, telephoned Wellman three times in order to inquire what Grievant was doing, and when he would be leaving the office. Wellman made several efforts to encourage Grievant to leave the office, and, at about 1:15 p.m., Grievant did so. Grievant did not eat lunch in the office. (State's Exhibit #9, Pg. 1)

27. Between 1:15 p.m. and 3:10 p.m. Grievant conducted field work, on foot, within Newport itself. (State's Exhibit #9, Pgs. 1, 6)

28. At 3:10 p.m., Grievant left Newport, in his automobile, and headed toward North Troy, Vermont (a distance of about 10 miles away). (State's Exhibit #9, Pg. 1)

29. Grievant had a client in North Troy (her initials were G.H.), whose schedule required that he visit her home late in the day. At about 4:00 p.m., Grievant arrived at her home, and spent about 20 minutes with her. Grievant left her home at about 4:20 p.m. and drove straight to his home in North Wolcott. Grievant arrived at his home at about 5:10 p.m. (State's Exhibit #9, Pgs. 1, 2)

30. On his field report for March 4, 1981, Grievant indicated he had visited Client G.H. at night (State's Exhibit #9, Pg. 7)

31. On March 5, 1981, Grievant prepared and submitted a form indicating that he had worked an hour and 15 minutes overtime on March 4, 1981, and requesting compensatory time off. The Chief Clerk of the Newport District Office credited Grievant for one hour and 38 minutes (time and one-half), and Wellman approved it. (State's Exhibit #9, Pgs. 3, 7)

32. On April 1, 1981, Grievant prepared and submitted his Personal Expense Claim form for the month of March 1981. On that form, Grievant correctly noted the number of miles he had driven on March 4, 1981, claimed \$3.00 for lunch that day taken in North Troy, and noted he "left 10:00 - Ret. 6:00" on March 4. Wellman approved Grievant's claim on April 2, 1981. (State's Exhibit #9, Pg. 4)

33. Wellman approved Grievant's claims for overtime and lunch expenses on March 4, 1981, even though he suspected they were false, because he did not want Grievant to be aware he was under surveillance.

34. On April 10, 1981, Smith and Morrissey, continuing their investigation, went to Coventry, Vermont, to determine whether or not the store converted from a church (which Grievant mentioned in his February 9, 1981, conversation with Wellman) had been open in January 1981. They interviewed the former owner, who told them that the store had been closed since August of 1979. In addition, they interviewed the owners of Dot's Restaurant, a restaurant just outside of Coventry, who told them that their restaurant closed every Monday, and that between November 1980 and March 1981, it had also been closed on Tuesdays and Wednesdays. Smith and Morrissey also spoke with Thelma Wilcox, Town Clerk of Coventry, who confirmed that between 8/11/79 and 4/1/81 there were no restaurants or stores in Coventry wherein food could be purchased for lunch. (State's Exhibit #8, Pgs. 2, 12). The Board finds there were no restaurants and stores in town where food could be purchased for lunch between 8/11/79 and 4/1/81.

35. On April 14, 1981, the investigative team headed by Smith prepared and submitted their report on the investigation they had conducted on Grievant. In it, they concluded that Grievant could not have purchased lunch in Coventry on November 5, 1980, December 29, 1980, January 7, 1981, and January 26, 1981. They also concluded that Grievant had lied on his Personal Expense Claim form for March 4, 1981, because he did not stop for lunch in North Troy on March 4; he was home by 5:10 p.m. on March 4, not 6:00 as indicated; and he worked no overtime on that date but put in for one and one-half hours. Also, the investigative unit concluded Grievant had further submitted a false field report for March 4, since he indicated therein he visited Client G.H.'s home at night, when in fact, he had left her home by 4:20 p.m. (State's Exhibit #8, Pgs. 1, 2; State's Exhibit #9, Pgs. 1, 2)

36. As a result of the conclusions of the investigative unit and her discussions with other State officials, Jane Kitchell decided to dismiss Grievant. She drafted the dismissal letter, which was signed by Deputy Commissioner James O'Rourke and served on Grievant April 16, 1981. The dismissal letter provided the following reasons for dismissal:

1. On March 4, 1981, you made a claim and received overtime compensation for one and one-half hours of work which you did not perform. On your expense account you indicated that you returned home at 6:00 p.m.; however, you were observed at your home in North Wolcott at 5:10 p.m.
2. On this same date, March 4, 1981, you made a charge in the amount of \$3.00 on your expense account for a lunch eaten in North Troy, Vermont. On this date you did not stop in North Troy for a meal.
3. On 11/5/80, 12/29/81, 1/7/81 and 1/26/81 you indicated on your expense account that you ate lunch in Coventry, Vermont and incurred the cost of \$3.00 per meal. When

asked by the District Director where you ate in Coventry on 1/7/81 and 1/26/81, you stated that it was a grocery store in what was formerly a church. This store has been out of business since August 11, 1979, and you did not eat in any other restaurant in Coventry, Vermont.

Each of these aforementioned actions constitutes gross neglect of duty and gross misconduct on your part; therefore, your dismissal is effective immediately without further notice or two weeks pay in lieu of notice. (Grievant's Exhibit 1)

37. In addition, the dismissal letter indicates that certain purported work deficiencies would, even if Grievant were not being dismissed, have necessitated his being placed in a warning period. At the hearing on these matters, the State agreed these work deficiencies would not be part of their justification for dismissal. Accordingly, the Board disregards that portion of the dismissal letter.

38. Grievant knowingly and deliberately falsely claimed overtime compensation for one and one-quarter hours on March 4, 1981, for work he did not perform:

a. Grievant was finished at his last client's home at 4:20 p.m. If Grievant had gone to his Newport office after leaving his last client, he would have arrived at approximately 4:30 p.m., the normal close of his work day. On a field day, Grievant was entitled to be paid until his return to the office.

b. On the field report he submitted to his supervisor for that day, Grievant falsely attributed the overtime to a night visit to Client G.H. He made no night visit to Client G.H.; he concluded his visit with G.H. at 4:20 p.m.

c. On the expense claim he submitted for that day, he indicated he returned to Newport at 6:00 p.m. If he had returned to his Newport office when he finished work that day, he would have arrived there at 4:30 p.m. In fact, he went straight home after visiting his last client and returned home at 5:10 p.m.

d. Grievant claimed at the hearing he was entitled to be paid overtime for the time it took him to travel from G.H.'s house to his own home. No contractual provision allowed Grievant to be paid overtime for the time it took him to get home on that day, and Grievant was aware at the time he submitted his overtime claim for March 4, 1981, he was not entitled to overtime for such time.

e. Grievant further claimed at the hearing he was entitled to overtime because he had missed lunch that day. Grievant was not entitled to claim overtime because he had missed lunch that day. He was in his office during his normal lunch period that day, and was required to have taken lunch then. He was aware at the time he submitted his overtime claim for March 4, 1981, he was not entitled to be paid overtime for missing lunch. On an earlier occasion when he worked through his lunch period while in the office, Wellman had not allowed him compensatory time off at the end of the day to make up for the lunch (See Finding #10).

39. Grievant knowingly and deliberately falsely claimed \$3.00 for lunch on March 4, 1981, that he was not entitled to:

a. Article XXXIX, Section F of the Agreement provides in pertinent part:

Employees required to be away from their permanent duty station at the time of a meal shall be allowed reimbursement for the expense of said meal...

b. Grievant was not required to be away from his permanent duty station at the time of his normal lunch period on March 4. In fact, he was at his permanent duty station, his Newport office, during his normal lunch period that day and should have taken lunch then.

c. Grievant was aware he was required to have taken his lunch in the office during his normal lunch period, 12:00-12:45, that day, and knew he was not entitled to bill the State \$3.00 for lunch that day.

40. Grievant knowingly and deliberately falsely claimed \$3.00 for lunch on January 7, 1981, and January 26, 1981, as the claims did not represent actual expenses incurred for lunch on those days required by Article XXXIX, Section A of the Agreement:

a. Grievant lied to his supervisor Wellman when he told him he had purchased lunch and eaten in an old church converted into a store on those dates. The store, in fact, had been closed down well before those dates.

b. Grievant did not incur a \$3.00 expense for lunch on those days.

41. From the credible evidence before us, including Grievant lying to Wellman on February 9, 1981, about where he ate lunch in Coventry and a pattern of Grievant falsifying his expense claims, we also find Grievant knowingly and deliberately falsely claimed \$3.00 for lunch on November 5, 1980, and December 29, 1980.

42. At the time of his dismissal, Grievant was paid at the hourly rate of \$5.67, and worked 40 hours per week (Grievant's Exhibit #4).

43. Following his dismissal, Grievant received unemployment compensation benefits in the amount of \$130.00 per week. Such benefits began the week of May 16, 1981, and continued through the week of September 12, 1981. The total amount of unemployment compensation Grievant received was \$2,034.00

44. At the time of the hearing, Grievant had found other employment during the period beginning September 17, 1981, and ending October 26, 1981. From that employment, Grievant received earnings (gross) in the amount of \$684.00. In addition, he had earned, but not yet received, gross salary in the amount of \$270.00. (Grievant's Exhibit #5)

45. At all times relevant, the Agreement contained the following pertinent provisions regarding dismissal:

ARTICLE - XV

DISCIPLINARY ACTION

1. The parties jointly recognize the deterrent value of disciplinary action. Accordingly, the State will:

(c) impose a procedure of progressive discipline, in increasing order of severity:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Demotion
5. Dismissal

The parties agree that there are appropriate cases that may warrant the State bypassing progressive discipline... so long as it is imposing discipline for just cause.

2. The appointing authority or his authorized representative may dismiss an employee for just cause with two weeks' notice or pay in lieu of notice...

3. Notwithstanding the provisions of Paragraph 2 above, an employee may be dismissed immediately without prior notice or pay in lieu of notice for any of the following reasons:

(a) Gross neglect of duty...

There is no contractual provision mentioning "gross misconduct" as a reason for immediate dismissal.

OPINION

At issue here is whether there was just cause for the dismissal of Grievant. He was dismissed for gross neglect of duty and "gross misconduct."*

In In re Grievance of Albert Brooks, 135 Vt. 563 (1977), 382 A2d 204, the Supreme Court defined "just cause":

Just cause means some substantial shortcoming detrimental to the employer's interests...which the law and a sound public opinion recognize as a good cause for his dismissal...
(135 Vt. 568)

The Court further held that a discharge may be upheld for just cause only if it meets two criteria of reasonableness:

One that it is reasonable to discharge employees because of certain conduct, and the other, that the employee has fair notice, express or fairly implied, that such conduct would be grounds for discharge.
(135 Vt. 568)

Clearly, Grievant was guilty of misconduct which deserved severe disciplinary measures. The facts here demonstrate Grievant knowingly and deliberately falsified his expense claims for overtime and lunch reimbursement.

Grievant submitted expense claims which he knew were false for lunch on five occasions and for overtime on March 4, 1981. The State argues such actions by Grievant are particularly serious given the functions of his job, which require him to detect and report cases of fraud committed by Welfare recipients. The State maintains it can no longer depend on Grievant to ensure recipients are honest with the State,

*An offense not mentioned in the Contract.

since he himself has demonstrated dishonesty in his personal financial dealings with the State. We have given some support to the argument advanced by the State in our decision in In re Grievance of David Newton, 1 VLRB 378 (1978). However, we do not want to be understood as holding that punishment for dishonesty necessarily turns on an employee's job duties because we think dishonesty by employees is grounds for serious punishment regardless of what position they hold. Here, Grievant's actions indicate a pattern of dishonest financial dealings. Such actions demonstrate substantial shortcomings on Grievant's part and the State had just cause in dismissing him. There are present here no plausible justification for Grievant's actions or mitigating circumstances which have existed in other cases before us which justify the imposition of a penalty short of dismissal. Unlike the grievant in Grievance of Paul Cook, 3 VLRB 105 (1980), Grievant here does not have a long history of exemplary employment with the State. Unlike the grievant in Grievance of Peter Carlson, 3 VLRB 303 (1980), Grievant here intended to be dishonest and realize personal gain from his actions and was not involved in a system which encouraged extra-legal compensation. Grievant's superiors demanded honesty from employees. And, unlike the grievant in Grievance of Edward Goddard, 4 VLRB 107 (1981), here there is a pattern of misconduct on Grievant's part. Grievant's actions demonstrate gross neglect of duty and misconduct which warrant the bypassing of progressive discipline.

Further, Grievant had fair notice that submitting false expense claims would lead to severe discipline, up to and including dismissal. Soon after he was hired as an Income Maintenance Specialist, he participated

in an orientation program for new employees run by the Department of Social Welfare. At the program, Grievant, along with other new employees, was warned that failure to be completely honest as an employee would lead to severe discipline, up to and including dismissal. Subsequently, when Grievant failed to promptly pay a \$89.00 phone bill he owed his prior employing agency, the State Health Department, his supervisor, Leonard Wellman, told him if he did not pay the bill immediately, he would be fired. This incident was sufficient notice to Grievant that any financial irregularities on his part could be cause for dismissal.

ORDER

Now, therefore, based on the foregoing findings of fact and for all the foregoing reasons, it is hereby ordered the Grievance of Ronald J. Barre is DISMISSED.

Dated this 17th day of January, 1982, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD

Kimberly B. Cheney
Kimberly B. Cheney, Chairman

William G. Kemsley, Sr.
William G. Kemsley, Sr.

James S. Gilson
James S. Gilson

*Appealed to St.
Appeal dismissed
4/83
by [signature]*